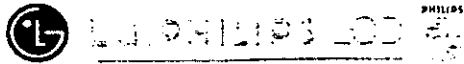


EXHIBIT C



LG Philips LCD
533,Hogae-dong, Dongan-gu, Anyang-shi,
Kyongki-do, 430-080 R.O.Korea
TEL : 82-31-450-7450 FAX: 82-31-429-4588

VIA FACSIMILE

To : Hsiang-Kuei Chung

July 5, 2002

Vice President

TFT Business Unit, Chunghwa Picture Tubes.,LTD

Fax : 886-3-377-3001, Tel : 886-3-367-5151

Dear Mr. Chung:

We were pleased to finally meet with you on June 11, 2002, to discuss LPL's patent portfolio. As we discussed during the meeting, LPL intends to close this phase of its licensing program by the end of July 2002. We believe that this provides CPT with sufficient time to study LPL's patents and determine whether or not it is willing to license LPL's patents. We provided CPT our standard license agreement during our June 11 meeting.

Please let us know by July 26 if CPT would like to execute the license agreement, and we will make arrangements for the execution to occur prior to July 31. If we do not receive your affirmative response, we will conclude that CPT does not desire to license LPL's technology, and we will proceed accordingly.

We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeong-Hwan Lee".

Jeong-Hwan Lee

Vice President

Intellectual Property Center

LG.Philips LCD

LPL0000205

EXHIBIT D

25-07-02 13:13 FAX NO.:

P.01



中華映管股份有限公司
CHUNGHWA PICTURE TUBES LTD.

Mr. Jeong-Hwan Lee
Vice President
Intellectual Property Center
L. G. Philips LCD
Tel: 82-31-450-7479
Fax: 82-31-429-4588

July 22, 2002

Dear Mr. Lee:

We were pleased to meet with you on June 11, 2002. Our legal and technologic guides have been following the standard procedure to survey the License Agreement and claim charts since last meeting.

With respect to the Claim Charts you provided for us, we need more time for our technical personnel surveying. Still more, we have questions to be clarified about the Claim Charts also.

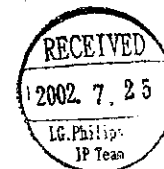
With respect to the License Agreement, we are concerned about the Licensed Patents most. Thus, we need more information, such as the Patent List, to estimate the value of them.

Accordingly, we need more information and time for this matter. We would like to extend the date you had stated on July 5, 2002.

Your highly consideration is appreciated.

Best regards,

Hsiang-Kuei Chung
Vice President
TFT Business Unit

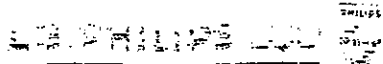


Tel: 886-3-3675151
Fax: 886-3-3773001

Hsiang-Kuei Chung 7.22.2002

LPL 25661

EXHIBIT E



LG Philips LCD
533,Hogae-dong, Dongan-gu, Anyang-shi,
Kyongki-do, 430-080 R.O.Korea
TEL : 82-31-450-7450 FAX: 82-31-429-4588

VIA FACSIMILE

July 30, 2002

To : Hsiang-Kuei Chung
Vice President
TFT Business Unit, Chunghwa Picture Tubes.,LTD
Fax : 886-3-377-3001, Tel : 886-3-367-5151

Dear Mr. Chung:

Your letter of July 22, 2002, is frustrating for LPL. As you know, we had requested meetings with your company several times in the six months that preceded our meeting on June 11. Now six weeks after that meeting, you are requesting further delay in responding to the infringement claims that LPL carefully documented against CPT's products.

CPT has had ample opportunity to study our patents and the materials illustrating its infringement. Your letter fails to forward any points for clarification and, thus, appears to have been sent only for the purpose of delay. The continuation of such conduct is unacceptable to LPL. If CPT requires clarification of the infringement claim charts, it should forward its questions immediately. A list of patents available for licensing is attached to this letter.

We expect to receive a substantive response from CPT in the very near future as a demonstration of its sincerity for an amicable resolution of this matters.

Sincerely,

A handwritten signature in cursive script that reads 'Won-Jun Choi'.

Won-Jun Choi

Manager
Intellectual Property Center
LG.Philips LCD

(This letter was approved by Jeong-Hwan Lee / Vice President)

*Attachment : List of LPL's Patents(2 Pages)

CONFIDENTIAL
ATTORNEYS ONLY

CPT 120225 A

List of LG.Philips LCD's U.S. Patents					
1	4599246	5470769	5766493	5869351	5982466
2	4609930	5473451	5767530	5870071	5982467
3	4624737	5473452	5767994	5870158	5986725
4	4651185	5479280	5773845	5872606	5986735
5	4680580	5495347	5780871	5874326	5989450
6	4705358	5495354	5781254	5875015	5989944
7	4736229	5497146	5783338	5877514	5990877
8	4786780	5500380	5783852	5877827	5990998
9	4820222	5523187	5784133	5879958	5990999
10	4842378	5528395	5786878	5880794	5994155
11	4853755	5538823	5790212	5882238	5994721
12	4885616	5546207	5790222	5883682	5995186
13	4924279	5550484	5793460	5886757	5998230
14	4928095	5559345	5796449	5889290	5998563
15	4956680	5560777	5801398	5889571	6001539
16	5019002	5568292	5803965	5894136	6002457
17	5122891	5573958	5811836	5898187	6004704
18	5123847	5576070	5814836	5905274	6005542
19	5150240	5581382	5818402	5905549	6005647
20	5162931	5598011	5818582	5909035	6008870
21	5210629	5598012	5824377	5909265	6008672
22	5220446	5604358	5824572	5913113	6011309
23	5281450	5610082	5825437	5916737	6011530
24	5306653	5612234	5825449	5917567	6016175
25	5338240	5619222	5827760	5920084	6018377
26	5347146	5621555	5828083	5920305	6020599
27	5362661	5627089	5828433	5926235	6020942
28	5363216	5641974	5831284	5926236	6022646
29	5371025	5652633	5831709	5926237	6023319
30	5386309	5677207	5835139	5926702	6025216
31	5387922	5681439	5835172	5930657	6025605
32	5396083	5686320	5835176	5933199	6025891
33	5399114	5689119	5837559	5933208	6025900
34	5403755	5694185	5838067	5940151	6028588
35	5409566	5700699	5844314	5942310	6031247
36	5409569	5701166	5844644	5949511	6031590
37	5409851	5703668	5851411	5953092	6037611
38	5422287	5714769	5851859	5953584	6038002
39	5424103	5715025	5852305	5955744	6038003
40	5429962	5726077	5852481	5963188	6038008
41	5432108	5737049	5853818	5963277	6040828
42	5432122	5742363	5854513	5963285	6043000
43	5442215	5742365	5854663	5963797	6043923
44	5453856	5751017	5856816	5969377	6043971
45	5457552	5751020	5856854	5969702	6046725
46	5464478	5754261	5859633	5969778	6046785
47	5464669	5757058	5859679	5973658	6048783
48	5466618	5757453	5859682	5978057	6049320
49	5466620	5760861	5861635	5978058	6049368
50	5467882	5764210	5866919	5982349	6052104

5x50 = 250

1 of 2 Pages

CONFIDENTIAL
ATTORNEYS ONLY

CPT 120226 A

List of LG.Philips LCD's U.S. Patents				
1	6052163	6157357	6258897	6323457
2	6052167	6160598	6271903	6323521
3	6057181	6163356	6274886	6323836
4	6057904	6164790	6273275	6323927
5	6060130	6166785	6275275	6326226
6	6061106	6166794	6278504	6326286
7	6064451	6169591	6281055	6326641
8	6064454	6172733	6281136	6327007
9	6064455	6174790	6281954	6327011
10	6067067	6177971	6281957	6329672
11	6067140	6177301	6281959	6330042
12	6071374	6184945	6285417	6330148
13	6077730	6184948	6285418	6331862
14	6081307	6184961	6288414	6333188
15	6081313	6225967	6292237	6333518
16	6083666	6184853	6291360	6333729
17	6084648	6188108	6292248	6333730
18	6088072	6188452	6292296	6335509
19	6083779	6188461	6295046	6335543
20	6091393	6190934	6294482	6335715
21	6091464	6191770	6295111	6335718
22	6091465	6191828	6297793	6335719
23	6091466	6191836	6297080	6335770
24	6091471	6191937	6297866	6335776
25	6091473	6192547	6300174	6337233
26	6097037	6193796	6300175	6337234
27	6097457	6197209	6300928	6337284
28	6099993	6197625	6303946	6337292
29	6100119	6204081	6304432	6337722
30	6100949	6204520	6306692	6337723
31	6100953	6207481	6307215	6339457
32	6100954	6211076	6307531	6339631
33	6106629	6211553	6307602	6340610
34	6107640	6211854	6309951	6342409
35	6113689	6211928	6310299	6342876
36	6118395	6219114	6310666	6342937
37	6122025	6222601	6312875	6344377
38	6128051	6226066	6312979	6344884
39	6130729	6228211	6316294	6345085
40	6133967	6232158	6316295	6346462
41	6133979	6232563	6316338	6356319
42	6137462	6235614	6317109	6356335
43	6137482	6239468	6317120	6362643
44	6137557	6241817	6317121	6371622
45	6140159	6242769	6317183	6372534
46	6140162	6246074	6320226	6373537
47	6144423	6249326	6320566	6376270
48	6145663	6252643	6320590	
49	6151169	6259119	6320638	
50	6156583	6259502	6323068	

$50 \times 4 = 200$

2 of 2 Pages

$200 + 250 - 3 = 447$

**CONFIDENTIAL
ATTORNEYS ONLY**

CPT 120227 A

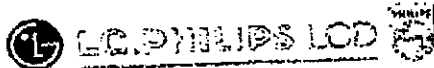
EXHIBIT F

2002-MAY-13 19:30 FROM: LG LCD

0314294588

TO: 00212027393001

P.005



LG Philips LCD
533, Hogae-dong, Dongan-gu, Anyang-shi,
Kyongki-do, 430-080 R.O.Korea
TEL : 82-31-450-7443 FAX: 82-31-429-4588

VIA FACSIMILE

To : James F Chen

May 8, 2002

Senior Manager
Legal/Intellectual Property, President Office
AU Optronics Corporation
15 Fab No.23 Li-Hsin Rd. Science-Based
Industrial Park, Hsinchu. 300
Taiwan, R.O.C
Fax : 886-3-577-8412
Tel : 886-3-566-5180

Dear Mr. Chen

Thank you for meeting with LG.Philips LCD Co. Ltd. ("LPL") on April 17 to discuss LPL's patent portfolio. During the meeting, you asked for a list of all LPL patents. LPL has over 447 issued patents in the United States, and currently has over 500 pending applications for patent in the United States. We enclose a list of our issued U.S. patents. We believe that this list is complete, but since the list so substantial in number, we make no representation that it is fully complete.

We suggest scheduling the next meeting with AU to occur on June 12. Please let us know AU's availability.

Very truly yours,

Won-Jun Choi
Manager
Intellectual Property Center
LG.Philips LCD
E-mail : lgjun@lgphilips-lcd.com

Attachment : List of LPL's Patents (2 Pages)

**CONFIDENTIAL
ATTORNEYS ONLY**

LPL 25961

5 (MON) 5 13 2002 9:54/ST. 9:49/NO.5560118224 P

FROM

2002-MAY-13 19:30 FROM: LG LCD

0314294500

TD:00212027393001

P.006

List of LG Philips LCD's U.S. Patents				
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4609930	5473451	5767530	5870071	5982467
4624737	5473452	5767994	5870158	5986723
4651185	5479280	5773845	5872606	5986735
4680580	5495347	5780871	5874326	5989450
4705358	5495354	5781254	5875015	5989944
4736229	5497146	5783338	5877514	5990877
4786780	5500380	5783852	5877827	5990998
4820222	5523187	5784133	5879958	5990999
4842378	5528395	5786878	5880794	5994153
4853755	5538823	5790212	5882238	5994721
4885616	5546207	5790222	5883682	5995186
4924279	5550484	5793460	5886757	5998230
4928095	5559345	5796449	5889290	5998563
4956680	5560777	5801398	5889571	6001539
5019002	5568292	5803965	5894136	6002457
5122891	5573958	5811836	5898187	6004704
5123847	5576070	5814836	5905274	6005542
5150240	5581382	5818402	5905549	6005647
5162931	5598011	5818562	5909035	6008870
5210629	5598012	5824377	5909265	6008872
5220446	5604358	5824572	5913113	6011309
5281450	5610082	5825437	5916737	6011530
5306653	5612234	5825449	5917567	6016175
5338240	5619222	5827760	5920084	6018377
5347146	5621555	5828083	5920305	6020588
5362661	5627089	5828433	5926235	6020942
5363216	5641874	5831284	5926236	6022646
5371025	5652633	5831709	5926237	6023319
5386309	5677207	5835139	5926702	6025216
5387922	5681439	5835172	5930657	6025605
5396083	5686320	5835176	5933199	6025891
5399114	5689119	5837559	5933208	6025900
5403755	5694185	5838067	5940151	6028588
5409566	5700699	5844314	5942310	6031247
5409569	5701166	5844644	5949511	6031590
5409851	5703668	5851411	5953092	6037611
5422287	5714769	5851859	5963584	6038002
5424103	5715025	5852305	5955744	6038003
5429962	5726077	5852481	5963188	6038006
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5432122	5742363	5854513	5963285	6043000
5442215	5742365	5854663	5963797	6043923
5453856	5751017	5856816	5969377	6043971
5457552	5751020	5856854	5969702	6046725
5464478	5754261	5859633	5969778	6046785
5464669	5757058	5859679	5973658	6048783
5466618	5757453	5859682	5978057	6049320
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CONFIDENTIAL
ATTORNEYS ONLY

1 of 2 Pages

LPL 25962

6 p d 118224 p (MON) 5 13 2002 9:55/ST. 9:49/NO.5560118224 p

FROM

2002-MAY-13 19:31 FROM:LG LCD

0314294588

TO:00212027353001

P.007

List of LG.Philips LCD's U.S. Patents			
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6052167	6160598	6271903	6323521
6057181	6163356	6274886	6323836
6057904	6164790	6273275	6323927
6060130	6166785	6275275	6326226
6061106	6166794	6278504	6326286
6064451	6169591	6281055	6326641
6064454	6172733	6281136	6327007
6064455	6174790	6281954	6327011
6067067	6177971	6281957	6329672
6067140	6177301	6281859	6330042
6071374	6184945	6285417	6330148
6077730	6184948	6285418	6331862
6081307	6184961	6288414	6333188
6081313	6225967	6292237	6333518
6083666	6184853	6291360	6333729
6084648	6188108	6292248	6333730
6088072	6188452	6292296	6335509
6083779	6188461	6295046	6335543
6091393	6190934	6294482	6335715
6091464	6191770	6295111	6335718
6091465	6191828	6297793	6335719
6091466	6191836	6297080	6335770
6091471	6191937	6297868	6335776
6091473	6192547	6300174	6337233
6097037	6193796	6300175	6337234
6097457	6197209	6300828	6337284
6099993	6197625	6303946	6337292
6100119	6204081	6304432	6337722
6100949	6204520	6306692	6337723
6100953	6207481	6307215	6339467
6100954	6211076	6307531	6339631
6106629	6211553	6307602	6340610
6107640	6211854	6309951	6342409
6113689	6211928	6310299	6342876
6118395	6219114	6310666	6342937
6122025	6222601	6312875	6344377
6128051	6226066	6312979	6344884
6130729	6228211	6316294	6345065
6133967	6232158	6316295	6345462
6133979	6232563	6316338	6356319
6137462	6235614	6317109	6356335
6137482	6239468	6317120	6362643
6137557	6241817	6317121	6371622
6140159	6242769	6317183	6372534
6140162	6246074	6320226	6373537
6144423	6249326	6320566	6376270
6145663	6252643	6320590	
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6156583	6259502	6323068	

CONFIDENTIAL
ATTORNEYS ONLY

2 of 2 Pages

LPL 25963

FROM (MON) 5 13 2002 9:55/ST. 9:49/NO.6560118224 P. 7

FROM

EXHIBIT G

89-11-02

15:06

From-

T-555 P.002/D11 F-950

1 JEFFREY N. BROWN (CA SEN 105520)
 2 MORGAN, LEWIS & BOCKIUS LLP
 3 300 South Grand Avenue
 Twenty-Second Floor
 Los Angeles, CA 90071-3132
 Tel: (213) 612-2500
 Fax: (213) 612-2554

5 ANN A. BYUN (CA SEN 161593)
 6 MORGAN, LEWIS & BOCKIUS LLP
 7 1701 Market Street
 Philadelphia, PA 19103
 Tel: (215) 963-5000
 Fax: (215) 963-5299

9 Attorneys for Plaintiff
 LG.PHILIPS LCD CO., LTD.

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

14 LG.PHILIPS LCD CO., LTD.,

15 Plaintiff,

16 vs.

17 TATUNG CO. OF AMERICA,
 18 TATUNG COMPANY AND CHUNGWA
 PICTURE TUBES, LTD.,

19 Defendants.

Case No.

COMPLAINT FOR PATENT
 INFRINGEMENT

[DEMAND FOR JURY TRIAL]

ENTERED ON ICMS

SEP - 3 2002

21 Plaintiff LG.Philips LCD Co., Ltd. ("LG"), by its
 22 undersigned attorneys, complains of Defendants and alleges as
 23 follows:

24 JURISDICTION AND VENUE

25 1. This is an action for patent infringement, arising
 26 under the patent laws of the United States, Title 35 of the
 27 United States Code, § 1, et seq. This court has jurisdiction
 28

00-11-02

15:06 From-

T-555 P.003/011 F-250

1 over the subject matter of this action pursuant to Title 28 of
2 the United States Code, §§ 1331 and 1338(a).

3 2. Venue is proper in this judicial district under Title
4 28 of the United States Code, §§ 1391(b), 1391(c), 1391(d) and
5 1400(b).

6 PARTIES

7 3. Plaintiff LPL is a corporation organized under the laws
8 of the Republic of Korea having a place of business located in
9 Seoul, Korea.

10 4. LPL is informed and believes, and on that basis
11 alleges, that Defendant Tatung Co. of America ("Tatung America")
12 is a corporation existing under the laws of the State of
13 California having a place of business located at 2850 El Presidio
14 Street, Long Beach, California.

15 5. LPL is informed and believes, and on that basis
16 alleges, that Defendant Tatung Company ("Tatung") is a
17 corporation existing under the laws of Taiwan and is the parent
18 company of Tatung America.

19 6. LPL is informed and believes, and on that basis
20 alleges, that Defendant Chunghwa Picture Tubes, Ltd. ("CPT") is a
21 corporation existing under the laws of Taiwan and is a subsidiary
22 of Defendant Tatung. LPL is informed and believes, and on that
23 basis alleges, that CPT maintains a sales office at 550 Nutman
24 Street, Santa Clara, California.

25 LPL'S PATENTS-IN-SUIT

26 7. LPL is the owner by assignment of all rights, title and
27 interest in and to United States Patent No. 4,624,737 ("the '737
28 patent"), issued on November 25, 1986, entitled "Process for

1-1A/625037.1

05-11-02

15:06

From-

T-555 P.004/011 F-959

Producing Thin-Film Transistor." A true and correct copy of the '737 patent is attached hereto as Exhibit "A."

8. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 5,875,449 ("the '449 patent"), issued on October 20, 1998, entitled "Liquid Crystal Display Device and Method of Manufacturing the Same." A true and correct copy of the '449 patent is attached hereto as Exhibit "B."

9. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 6,373,537 ("the '537 patent"), issued on April 16, 2002, entitled "Computer Having Liquid Crystal Display Between Frames Attached at the Edges." A true and complete copy of the '537 patent is attached as Exhibit "C."

10. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 6,020,942 ("the '942 patent"), issued on February 1, 2000, entitled "Computer Having Liquid Crystal Display." A true and complete copy of the '942 patent is attached as Exhibit "D."

11. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 6,004,457 ("the '457 patent"), issued on December 14, 1999, entitled "Computer Having Liquid Crystal Display." A true and complete copy of the '457 patent is attached as Exhibit "E."

12. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 5,926,237 ("the '237 patent"), issued on July 20, 1999, entitled "Computer Having

09-11-02

15:06

From-

T-555 P.005/011 F-959

1 Liquid Crystal Display." A true and complete copy of the '237
2 patent is attached as Exhibit "F."

3 DEFENDANTS' INFRINGEMENT OF LPL'S PATENTS

4 13. LPL is informed and believes, and on that basis
5 alleges, that Defendant CPT manufactures liquid crystal display
6 ("LCD") panels that infringe LPL's patents as set forth in the
7 claims that follow, and that at least Tatung incorporates those
8 LCD panels into computer products, such as monitors. LPL is
9 informed and believes, and on that basis alleges, that at least
10 Tatung America, Tatung's sales and distribution subsidiary,
11 imports into and sells in the United States, including within
12 this judicial district, computer products that include such CPT
13 LCD panels.

14 14. LPL is informed and believes, and on that basis
15 alleges, that CPT maintains a sales representative in California,
16 has demonstrated and offered for sale LCD products in this
17 judicial district, and sells to California customers LCD panels
18 (and/or products with LCD panels incorporated therein) that
19 infringe LPL's patents as set forth in the claims that follow.

20 15. LPL is informed and believes, and on that basis
21 alleges, that Tatung, Tatung America, and CPT are working in
22 concert to import and sell in the United States infringing LCD
23 panels (and/or products with infringing LCD panels incorporated
24 therein).

25 FIRST CLAIM FOR RELIEF

26 (INFRINGEMENT OF THE '737 PATENT)

27 16. LPL incorporates by this reference paragraphs 1 through
28 15 above, as though fully set forth herein.

08-11-02

15:06

FROM-

T-555 P.006/011 F-858

17. Defendants have infringed and are infringing the '737 patent by making, using, selling, offering for sale and/or importing into the United States products manufactured by a process covered by one or more claims of the '737 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

18. Defendants have infringed and are infringing the '737 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that Defendants' conduct is lawful. Defendants' acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

19. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

SECOND CLAIM FOR RELIEF

(INFRINGEMENT OF THE '449 PATENT)

20. LPL incorporates by this reference paragraphs 1 through 15 above, as though fully set forth herein.

21. Defendants have infringed and are infringing the '449 patent by making, using, selling, offering for sale and/or importing into the United States products covered by one or more claims of the '449 patent, by making, using, selling, offering for sale and/or importing into the U.S. products manufactured by a process covered by one or more claims of the '449 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

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22. Defendants have infringed and are infringing the '449 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that Defendants' conduct is lawful. Defendants' acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

23. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

THIRD CLAIM FOR RELIEF

(INFRINGEMENT OF THE '537 PATENT)

24. LPL incorporates by this reference paragraphs 1 through 15 above, as though fully set forth herein.

25. CPT has infringed and is infringing the '537 patent by making, using, selling, offering for sale and/or importing into the United States products covered by one or more claims of the '537 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

26. CPT has infringed and is infringing the '537 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that its conduct is lawful. CPT's acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

27. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at

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1 trial and has suffered and will continue to suffer irreparable
2 loss and injury.

3 FOURTH CLAIM FOR RELIEF

4 (INFRINGEMENT OF THE '942 PATENT)

5 28. LPL incorporates by this reference paragraphs 1 through
6 15 above, as though fully set forth herein.

7 29. CPT has infringed and is infringing the '942 patent by
8 making, using, selling, offering for sale and/or importing into
9 the United States products covered by one or more claims of the
10 '942 patent, by actively inducing and encouraging others to do so
11 and/or by contributing to such infringement.

12 30. By reason of the foregoing, LPL has been damaged and
13 will continue to sustain damages in an amount to be determined at
14 trial and has suffered and will continue to suffer irreparable
15 loss and injury.

16 FIFTH CLAIM FOR RELIEF

17 (INFRINGEMENT OF THE '457 PATENT)

18 31. LPL incorporates by this reference paragraphs 1 through
19 15 above, as though fully set forth herein.

20 32. CPT has infringed and is infringing the '457 patent by
21 making, using, selling, offering for sale and/or importing into
22 the United States products covered by one or more claims of the
23 '457 patent, by actively inducing and encouraging others to do so
24 and/or by contributing to such infringement.

25 33. CPT has infringed and is infringing the '457 patent
26 with knowledge of LPL's patent rights and without a reasonable
27 basis for believing that its conduct is lawful. CPT's acts of
28 infringement have been willful, deliberate, and in reckless

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disregard of LPL's patent rights, and will continue unless enjoined by this Court.

34. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

SIXTH CLAIM FOR RELIEF

(INFRINGEMENT OF THE '237 PATENT)

35. LPL incorporates by this reference paragraphs 1 through 15 above, as though fully set forth herein.

36. CPT has infringed and is infringing the '237 patent by making, using, selling, offering for sale and/or importing into the U.S. products manufactured by a process covered by one or more claims of the '237 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

37. CPT has infringed and is infringing the '237 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that its conduct is lawful. CPT's acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

38. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

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PRAYER FOR RELIEF


WHEREFORE, Plaintiff LPL prays for relief against Defendants Tatung America, Tatung and CPT as follows:

1. For a judgment that Defendants have infringed LPL's United States Patent Nos. 4,624,737 and 5,825,449;
2. For a judgment that CPT has also infringed LPL's U.S. Patent Nos. 6,373,537, 6,020,942, 6,002,457, and 5,926,237;
3. For preliminary and permanent injunctive relief against Defendants' further infringement of LPL's United States patents;
4. For an award of damages for Defendants' infringement of LPL's patents, together with interest, costs and disbursements as fixed by this Court under Title 35 of the United States Code § 284;
5. For a determination that Defendants' infringement is willful, and an award of trebled damages under Title 35 of the United States Code § 284, for infringement of LPL's patents;
6. For a determination that this is an exceptional case within the meaning of Title 35 of the United States Code § 285 and an assessment of LPL's reasonable attorneys' fees; and
7. For such other and further relief as the Court deems just and proper.

Dated: August 29, 2002

MORGAN, LEWIS & BOCKIUS LLP

By


Jeffrey N. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.

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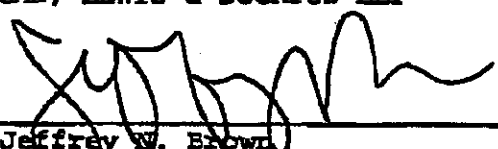
JURY TRIAL DEMAND

Plaintiff LG.Philips LCD Co., Ltd. hereby demands a trial by jury on all issues properly triable by jury.

Dated: August 29, 2002

MORGAN, LEWIS & BOCKIUS LLP

By


Jeffrey W. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.